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Inmate Telecommunications Services Tariff

Of

Public Communications Services, Inc.

This tariff contains the rules, regulations, descriptions, and rates applicable to the furnishing of inmate telecommunication services provided by Public Communications Services, Inc. ("PCS") within the State of South Carolina. This tariff is on file with the Public Service Commission of South Carolina.

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION	
Title	Original	*
1	Original	*
2	Original	*
3	Original	*
4	Original	*
5	Original	*
6	Original	*
7	Original	*
8	Original	*
9	Original	*
10	Original	*
11	Original	*
12	Original	*
13	Original	*
14	Original	*
15	Original	*
16	Original	*
17	Original	*
18	Original	*
19	Original	*
20	Original	*
21	Original	*
22	Original	*
23	Original	*
24	Original	*
25	Original	*
26	Original	*
27	Original	*
28	Original	*

* - indicates those pages included with this filing.

TABLE OF CONTENTS

Title Page	Cover
Check Sheet	1
Table of Contents	2
Application of Tariff	3
Service Area Map	3
Explanation of Symbols	4
Tariff Format	5
Section 1 - Technical Terms and Abbreviations	6
Section 2 - Rules and Regulations	7
Section 3 - Description of Service	15
Section 4 – Current Rates	25

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate automated operator services by Public Communications Services, Inc. for use by inmates in correctional institutions within the State of South Carolina subject to the jurisdiction of the Public Service Commission of South Carolina.

SERVICE AREA MAP

Public Communications Services, Inc. will provide intrastate automated operator-assisted inmate calling services throughout the State of South Carolina.

EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (D) - Delete or discontinue.
- (I) - Change Resulting in an increase to a customer's bill.
- (M) - Moved from another tariff location.
- (N) - New
- (R) - Change resulting in a reduction to a customer's bill.
- (T) - Change in text or regulation.

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's location to a Company switching center or designated point of presence.

Automated Collect Call - Calls billed to the called party that are completed through an automated call processing system. The automated system prompts the call originator and called party. The called party must accept charges for the call and is responsible for payment.

Commission - The Public Service Commission of South Carolina.

Company or Carrier - Public Communications Services, Inc., unless otherwise clearly indicated by the context.

Correctional or Confinement Institutions - Used throughout this tariff to refer to any type of confinement facility, including prisons, jails, work farms, detention centers or other facilities used for penalty or confinement purposes.

Customer or End User - The person, firm, corporation or other entity which uses the Company service and is responsible for payment of charges and compliance with the Company's tariff.

Inmates - The jailed or confined population of correctional or confinement institutions.

LEC - Local Exchange Company.

ORS - Refers to the South Carolina Office of Regulatory Staff.

PCS - Used throughout this tariff to mean Public Communications Services, Inc.

Subscriber - The correctional institution which orders or uses the Company service and is responsible for compliance with tariff regulations. The Subscriber enters into an agreement with the Company for the provision of collect-only automated operator assisted telecommunications services for use by inmates.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Public Communications Services, Inc.

Company services and facilities are furnished for communications originating at correctional or confinement institutions within the state of South Carolina. The terms of this tariff apply to intrastate calls.

PCS provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Subscriber's location to the Company services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are available twenty-four hours per day, seven days per week subject to restrictions imposed by the administration of the institution.

2.2 Limitations

2.2.1 PCS provides calling services to inmates of confinement/correctional institutions.

2.2.2 Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this tariff.

2.2.3 PCS reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.4 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.5 All facilities provided under this tariff are directly or indirectly controlled by Public Communications Services, Inc. and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company.

2.2.6 Service may otherwise be limited at the request of the institution's administration or by rules of the Commission to decrease fraud and maintain security and control over the inmate population.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited, limited to the provisions of this tariff.

2.4 Liabilities of the Company

2.4.1 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.4.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer, End User and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer, End User or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

2.4.3 The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service which is not the direct result of the Company's negligence.

2.4.4 Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the charge to the Customer for the interrupted call.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Deposits and Advance Payments

The Company does not normally require deposits. However the Company reserves the right to collect a deposit from parties who are billed for calls from inmates, pursuant to standards established by rules set forth in South Carolina Rule 103-621.

2.6 Terminal Equipment

Company-provided facilities and service may be used with or terminated in Company- provided terminal equipment or communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained under contract between the Company and the Subscriber. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Taxes and Fees

All state and local taxes (i.e., sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a tax or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment for Service

2.8.1 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer by the Company.

For operator assisted and institutional service calls, all charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agency may be the Company, a local exchange telephone company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory agencies having jurisdiction.

2.8.2 Disputed Charges

Charges billed directly by the Company are due upon receipt. Amounts not paid within twenty (20) days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute as to charges must be received by the Company within thirty (30) days after the date of the invoice. Otherwise, all charges will be considered correct and binding.

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received in writing by the Company within ninety (90) days after the date of the bill is issued. Otherwise, all charges will be considered correct and binding on the Customer.

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the South Carolina Office of Regulatory Staff (ORS). The address of the Commission is as follows:

Office of Regulatory Staff
Consumer Services Division
1441 Main Street, Suite 300
Columbia, SC 29201
Telephone
Toll Free Number
Fax Number

803-737-5230
800-922-1531
803-737-4750

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment for Service, (Cont'd.)

2.8.3 Validation of Credit

Services provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated or maximum credit amount established, the Company may refuse to provide its automated operator assisted services.

2.9 Interconnection

Service furnished by PCS may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer or Subscriber is responsible for all charges billed by other carriers for use in connection with Company service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Subscriber.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Refusal or Discontinuance by Company

2.10.1 PCS may refuse or discontinue service with proper notice five (5) days written notice) to the Customer or Subscriber for any of the following reasons:

- A. For failure of the Customer to pay a bill for service when it is due.
- B. For failure of the Customer or Subscriber to make proper application for service.
- C. For Customer's or Subscriber's violation of any of the Company's rules on file with the Commission.
- D. For failure of the Subscriber to provide the Company reasonable access to its equipment and property.
- E. For Subscriber's breach of the contract for service between the Company and the Subscriber.
- F. For a failure of the Subscriber to furnish such service, equipment, and/or rights-of-way necessary to serve said Subscriber as shall have been specified by the Company as a condition of obtaining service.
- G. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.10.2 PCS may refuse or discontinue service without notice to the Customer or Subscriber for any of the following reasons:

- A. In the event of tampering with the Company's equipment.
- B. In the event of a condition determined to be hazardous to the Customer or Subscriber, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- C. In the event of a Customer's or Subscriber's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- D. In the event of fraudulent use of the service.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance.

2.12 Call Restrictions

Calling capabilities may be restricted by the administration of the correctional or confinement institutions. The following types of calls will be blocked: directory assistance, 0-, 700, 800, 900, 976, 950, 10XXX, 1+ sent paid, third number billed, credit card and local direct. The institution may block calls to specific telephone numbers and may limit calling service to pre-approved telephone numbers only. Call duration may be limited by the institution.

2.13 Marketing Practices

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company hereby asserts and affirms that as a reseller of intrastate telecommunications service, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing practices, if any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

Service is offered to inmates of correctional or confinement facilities for outward-only calling. Collect calls may be billed to residential or business lines. Billing information will be validated.

3.2 Timing of Calls

- 3.2.1 Long distance usage charges are based on the actual usage of the Company network. Timing of a call begins when the called party accepts the charges for the call. Positive response for acceptance of a call is required. A call will be terminated within five (5) seconds from the last message given if no positive response is received.
- 3.2.2 Chargeable time for a call ends upon disconnection by either party.
- 3.2.3 The minimum call duration and initial period for billing purposes is one minute.
- 3.2.4 Unless otherwise specified in this tariff, for billing purposes usage is measured and rounded to the next higher full minute.
- 3.2.5 No charges apply for incomplete calls or for calls to called parties who do not accept the charges for the call. The Company will terminate a call if the called party does not accept responsibility for the charges. If a Customer believes he or she has been incorrectly billed for an incomplete call, the Company will, upon notification, investigate the circumstances of the call and issue a credit when appropriate.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Time of Day Rate Periods**

For time of day sensitive services, the following rate periods apply unless otherwise specified in this tariff:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD					EVE	
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* Up to but not including.

Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Institutional Operator Assisted Calling**

Institutional operator assisted service allows Inmates to place Collect Calls through an automated call processing system. The call processing system prompts the Inmate and the called party such that the call is completed without live operator assistance. Calls are placed on a collect-only basis to the called party.

A number of special blocking and screening capabilities are available with institutional operator services provided by PCS. These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the Institution.

3.4.1 For services provided to Inmates of institutions, the following special conditions apply:

- A.** Calls to "900", "976" or other pay-per-call services are blocked by PCS.
- B.** At the request of the Institution, PCS may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- C.** At the request of the Institution, PCS may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
- D.** At the request of the Institution, PCS may block Inmate access to specific telephone numbers.
- E.** Availability of PCS's services may be restricted by the Institution to certain hours and/or days of the week.
- F.** At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning PCS's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.
- G.** At the request of the Institution, PCS may impose time limits on local and long distance calls placed using its services.
- H.** At the request of the Institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Institutional Operator Assisted Calling, (Cont'd.)

3.4.2 Maximum Local Rates and Charges

The Company will not charge a higher rate than AT&T.

3.4.3 Maximum IntraLATA Rates and Charges

The Company will not charge a higher rate than AT&T.

3.4.4 Maximum InterLATA Rates and Charges

The Company will not charge a higher rate than AT&T.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 Prepaid Collect Service

3.5.1 Description

Prepaid Collect Service allows recipients of collect calls from inmate facilities to set up a prepaid account with the Company from which such calls are decremented. Inmates place a collect call through the standard dialing pattern to a specific telephone number (station to station). The Subscriber accepts the collect call and the charges for that call are deducted from the Subscriber's Prepaid Account. Funds in this Prepaid Account may only be used for payment of calls received by Subscribers to their telephone number specified to the Company when the Prepaid Account is established.

Prepaid Collect Service calls are not distance sensitive. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute and therefore the Available Usage Balance is decremented in full minute increments.

Per call and usage for each call placed is deducted from the Available Usage Balance in the Inmates's Prepaid Account. Customers may obtain the current Available Usage Balance, last payment made and last payment date by calling the Company's Customer Service toll free number twenty-four (24) hours a day, seven (7) days a week.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 Prepaid Collect Service, (Cont'd.)

3.5.2 Maximum Local Rates and Charges

The Company will not charge a higher rate than AT&T.

3.5.3 Maximum IntraLATA Rates and Charges

The Company will not charge a higher rate than AT&T.

3.5.4 Maximum InterLATA Rates and Charges

The Company will not charge a higher rate than AT&T.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.6 Institutional Prepaid Service

3.6.1 Description

Institutional Prepaid Service allows inmates to set up prepaid accounts for outbound calling. Prepaid calls are originated when the inmate enters their unique PIN and destination number. The institution has the option of enabling a function requiring positive call acceptance on each call placed via Institutional Prepaid Service.

With the assistance of the institution, the company will set up a Prepaid Account for calls placed from the institution. Funds in the Prepaid Account may only be used for payment of calls placed by inmates. The Company's system informs the inmate of the Available Usage Balance remaining in the Prepaid Account upon access to place a call, and prompts the inmate Customer to place a call by entering the destination telephone number.

Institutional Prepaid Service calls are not distance sensitive. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute and therefore the Available Usage Balance is decremented in full minute increments. Per call and usage for each call placed is deducted from the Available Usage Balance in the Inmate's Prepaid Account on a real time basis as the call progresses.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.6 Institutional Prepaid Service, (Cont'd.)

3.6.2 Maximum Local Rates and Charges

The Company will not charge a higher rate than AT&T.

3.6.3 Maximum IntraLATA Rates and Charges

The Company will not charge a higher rate than AT&T.

3.6.4 Maximum InterLATA Rates and Charges

The Company will not charge a higher rate than AT&T.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.7 Miscellaneous Charges

3.7.1 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company's service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any re-originated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Maximum Rate per Call: \$1.00

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.7 Miscellaneous Charges, (Cont'd.)

3.7.2 Billing Cost Recovery Fee

In order to partially offset increased expenses associated with billing calls via local exchange carriers, a cost recovery fee may apply each billing period in which local or long distance collect calls are billed through a Customer's local exchange carrier. Where applicable, this fee will be charged only once per billing period regardless of the number of calls. The fee will not apply in any billing period in which no collect calls are billed via the Customer's local exchange carrier. This fee does not apply to prepaid services paid for by commercial credit card, check, money order or wire, or for services billed directly to the Customer by the Company.

Maximum Billing Cost Recovery Fee, per month where applicable: \$5.00

SECTION 4 – CURRENT RATES

4.1 Institutional Operator Assisted Calling

Calls are limited to a maximum duration of fifteen (15) minutes.

4.1.1 Local Rates and Charges

A. Local Usage Charge

Rate Per Call: \$0.00

B. Local Per Call Service Charges

Station-to-Station Collect: \$3.00

4.1.2 IntraLATA Rates and Charges

A. Usage Rate

Rate Per Minute: \$0.00

B. Per Call Service Charge

Station-to-Station Collect: \$3.00

4.1.3 InterLATA Rates and Charges

A. Usage Rate

Rate Per Minute: \$0.00

B. Per Call Service Charge

Station-to-Station Collect: \$3.00

SECTION 4 – CURRENT RATES, (CONT'D.)

4.3 Institutional Prepaid Service

4.3.1 Local Rates and Charges

A. Local Usage Charge

Rate Per Minute: \$0.10

B. Local Per Call Service Charges

Station-to-Station Collect: \$0.00

4.3.2 IntraLATA Rates and Charges

A. Usage Rate

Rate Per Minute: \$0.10

B. Per Call Service Charge

Station-to-Station Collect: \$0.00

4.3.3 InterLATA Rates and Charges

A. Usage Rate

Rate Per Minute: \$0.10

B. Per Call Service Charge

Station-to-Station Collect: \$0.00

SECTION 4 – CURRENT RATES, (CONT'D.)

4.4 Miscellaneous Charges

4.4.1 Public Telephone Surcharge

Rate per Call: \$0.60

4.4.2 Billing Cost Recovery Fee

Per Month where applicable: \$2.49